



MONROE COUNTY LAND AUTHORITY

1200 TRUMAN AVENUE, SUITE 207 • KEY WEST, FLORIDA 33040
PHONE (305) 295-5180 • FAX (305) 295-5181

MEMORANDUM

To: James Roberts, County Administrator

From: Mark Rosch, Executive Director *MR*
Monroe County Land Authority

Date: May 4, 2004

Subject: Land Authority Agenda Items for May 19, 2004 BOCC Meeting

Please include the following items on the Board of County Commissioners agenda for the above referenced meeting at a time approximate of 10:00 AM.

LAND AUTHORITY GOVERNING BOARD

1. Approval of minutes for the April 21, 2004 meeting
2. Approval of an Option Agreement to sell the Stirrup Key Hammock site to the State of Florida.
3. Report on Tradewinds Hammocks Phase II

H1—H3

**LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY**

Meeting Date: May 19, 2004

Bulk Item: Yes ☐ No ☒

Department: Land Authority

Agenda Item Wording: Approval of minutes for the April 21, 2004 meeting.

Item Background: None.

Advisory Committee Action: N/A

Previous Governing Board Action: None.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval.

Total Cost: \$

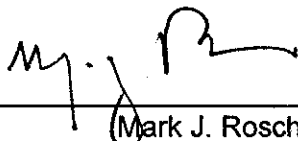
Budgeted: Yes ☐ No ☐.

Cost to Land Authority: \$

Source of Funds: .

Approved By: Attorney ☐ County Land Steward ☐.

Executive Director Approval:


Mark J. Rosch

Documentation: Included: ☒

To Follow: ☐

Not Required: ☐.

Disposition:

Agenda Item LA #1

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY
GOVERNING BOARD

April 21, 2004 Meeting Minutes

The Governing Board of the Monroe County Comprehensive Plan Land Authority held a regular meeting on Wednesday, April 21, 2004 at the Harvey Government Center located at 1200 Truman Avenue in Key West, Florida. Chairman David Rice called the meeting to order at 10:13 AM. Present and answering roll call, in addition to Chairman Rice, were Commissioner Sonny McCoy, Commissioner George Neugent, and Commissioner Dixie Spehar. Also in attendance were Executive Director Mark Rosch, Counsel Larry Erskine, and members of the press and public.

The first item on the agenda was approval of minutes for the March 17, 2004 meeting. Mr. Rosch addressed the Board and distributed revised minutes. A motion was made by Commissioner Spehar and seconded by Commissioner Neugent to approve the revised minutes as submitted. There being no objections, the motion carried (4/0).

The next item was approval to purchase the following properties in Conservation and Natural Areas:

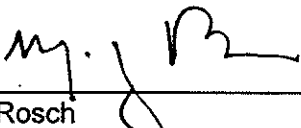
A. Block 5, Lots 1-5 and Block 6, Lots 1-2, Largo Hi-Lands subdivision (PB 4-89) on Key Largo at a total cost of \$6,107.75.

B. Parcel E, unrecorded plat of Cudjoe Acres on Cudjoe Key at a total cost of \$18,136.50.

Mr. Rosch addressed the Board. A motion was made by Commissioner Spehar and seconded by Commissioner Neugent to approve items A and B. There being no objections, the motion carried (4/0).

There being no further business, the meeting was adjourned at 10:15 AM.

Minutes prepared by:



Mark J. Rosch
Executive Director

Approved by the Board on: _____

**LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY**

Meeting Date: May 19, 2004

Bulk Item: Yes ☐ No ☒

Department: Land Authority

Agenda Item Wording: Approval of an Option Agreement to sell the Stirrup Key Hammock site to the State of Florida.

Item Background: Working in partnership with the FL Department of Environmental Protection, the Land Authority has pre-acquired the 9-acre natural area at the corner of Aviation Boulevard and Stirrup Key Road in Marathon known as Stirrup Key Hammock. The site also includes a wooded lot in the adjoining subdivision (Sea-Aire Estates). On 1/29/04 the Advisory Committee considered a request from the City of Marathon to convey the subdivision lot to the City for development as a neighborhood park. Given that the City's proposed development would result in fragmentation of habitat, and therefore conflicts with the recommendations of the Florida Keys Carrying Capacity Study, the Advisory Committee denied this request and approved selling the entire site to the State.

The purchase price in the proposed agreement is \$385,000, which corresponds to the price the Land Authority paid in purchasing the site from the private owner (\$380,000) plus \$5,000 of the Land Authority's closing costs. The agreement has been amended to reflect the revision required by the Advisory Committee concerning hazardous materials.

Advisory Committee Action: On March 25, 2004 the Advisory Committee voted 4/0 to approve this item, provided the language in Paragraph 4-B on hazardous materials regarding the Land Authority's post-closing obligations is removed.

Previous Governing Board Action: On 5/21/03 the Governing Board approved the purchase of this site from the private owner.

Contract/Agreement Changes: N/A

Staff Recommendation: Approval

Total Cost: \$ N/A

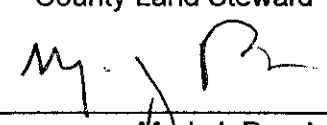
Budgeted: Yes ☐ No ☐

Cost to Land Authority: \$ N/A

Source of Funds: N/A

Approved By: Attorney X County Land Steward N/A

Executive Director Approval: _____


Mark J. Rosch

Documentation: Included: X

To Follow: ☐

Not Required: ☐

Disposition: _____

Agenda Item LA #2

SALES CONTRACTS
06/16/04

<u>Property</u>	<u>Purchase Price</u>	<u>Envr. Audit, Survey or Clean-up</u>	<u>Title Insurance</u>	<u>Attorney Fee</u>	<u>Recording Fee</u>	<u>Net Proceeds</u>
Stirrup Key Hammock						
RE#00104160-000000	\$385,000.00	\$3,850.00	N/A	\$500.00	\$24.00	\$380,626.00
RE#00104160-000100						
Block 1, Lot 31, Sea-Aire Estates (Melfa)						

Project: Florida Keys Ecosystem
Parcel #: 0116
Acres: 9.16 mol

(Form Created 02/04)

OPTION AGREEMENT FOR SALE AND PURCHASE

THIS AGREEMENT is made this _____ day of _____, 200____, between **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986, whose address is **1200 Truman Avenue, Suite 207, Key West Florida 33040**, as "Seller" and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Trustees"), whose address is Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Blvd., Mail Station 115, Tallahassee, Florida 32399-3000, as "Purchaser". Purchaser's agent in all matters shall be the Division of State Lands of the Florida Department of Environmental Protection ("DSL").

1. **GRANT OF OPTION.** Seller hereby grants to Purchaser the exclusive option to purchase the real property located in **Monroe County, Florida**, described in Exhibit "A", together with all timber, transferable development rights, improvements, easements, appurtenances, hereditaments, and riparian and littoral rights, if any (the "Property"), in accordance with the provisions of this Agreement. This Option Agreement becomes legally binding on execution of this Agreement, but exercise of the option is subject to approval by Purchaser and is effective only if DSL gives written notice of exercise to Seller.

2. **OPTION TERMS.** The consideration for the option granted by this Agreement is \$100.00 ("Option Payment"). The Option Payment, in the form of a state warrant, will be forwarded to Seller upon its receipt by DSL from the Comptroller of the State of Florida. The option may be exercised during the period beginning with Purchaser's approval of this Agreement at a regularly scheduled meeting of the Governor and Cabinet sitting as the Trustees, and ending 120 days after Purchaser's approval of this Agreement ("Option Expiration Date"), unless extended by other provisions of this Agreement. If Purchaser's funds in the amount of the purchase price (as hereinafter defined in paragraph 3.A.) are not available by the Option Expiration Date the period of exercise of the option may be extended until such funds become available, not to exceed 60 days after the Option Expiration Date, by written notice to Seller.

3.A. **PURCHASE PRICE.** The purchase price for the Property is **Three Hundred Eighty-Five Thousand and NO/100 DOLLARS (\$385,000.00)** ("Initial Purchase Price") which, after credit for the Option Payment, will be paid at closing. Seller hereby authorizes Purchaser to issue a state warrant for the Purchase Price directly to an escrow agent who is authorized by law to receive such payment, and who is acceptable to Purchaser, and to require the escrow agent to pay Seller's expenses of sale. The Initial Purchase Price is subject to adjustment in accordance with paragraph 3.B. This Agreement is contingent upon approval of the Final Adjusted Purchase Price, hereinafter defined, by Purchaser and upon confirmation that the Final Adjusted Purchase Price is not in excess of the maximum value of the Property as determined in accordance with Section 259.041(7), Florida Statutes ("DSL Approved Value"). The determination of the DSL Approved Value and the Final Adjusted Purchase Price can only be made after the completion and DSL's approval of the survey required in paragraph 5.

3.B. **ADJUSTMENT OF PURCHASE PRICE.** If, prior to closing, DSL determines that the Initial Purchase Price exceeds the DSL Approved Value of the Property, the Initial Purchase Price will be adjusted to equal the lower of (i) the Sellers purchase price to acquire the Property, or (ii) the final DSL Approved Value of the Property (hereinafter "Final Adjusted Purchase Price").

4.A. **ENVIRONMENTAL SITE ASSESSMENT.** Purchaser, prior to the exercise of the option and at its sole cost and expense, may conduct an environmental site assessment of the Property to determine the existence and extent, if any, of any Hazardous Materials on the Property. For purposes of this Agreement "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any Environmental Law (as hereinafter defined in paragraph 4.B.).

4.B. HAZARDOUS MATERIALS. If the environmental site assessment provided for in paragraph 4.A. confirms the presence of Hazardous Materials on the Property, Purchaser, at its sole option, may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement. Should Purchaser elect not to terminate this Agreement, Seller shall, at Seller's sole cost and expense and prior to the exercise of the option and closing, promptly commence and diligently pursue any assessment, clean up and monitoring of the Property necessary, as to Hazardous Materials placed on the Property during Seller's ownership of the Property, to bring the Property into full compliance with Environmental Law. "Environmental Law" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements and other governmental restrictions relating to the protection of the environmental or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyl, asbestos, hazardous or toxic substance, material or waste or any kind into the environment, including, without limitation, ambient air, surface water, ground water, or land including, but not limited to, the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource and Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Federal Superfund Amendments and Reauthorization Act of 1986, Chapters 161, 253, 373, 376 and 403, Florida Statutes, Rules of the U.S. Environmental Protection Agency, Rules of the Florida Department of Environmental Protection, and the rules of the Florida water management districts now or at any time hereafter in effect. Should the estimated cost of clean up of Hazardous Materials exceed a sum which is equal to 1% of the Initial Purchase Price as stated in paragraph 3.A., however, Seller may elect to terminate this Agreement and neither party shall have any further obligations under this Agreement

The limitation herein on Seller's contractual obligation to indemnify Purchaser as specified in this paragraph 4.B. shall not be construed to limit Seller's legal liability under any Environmental Law for Hazardous Materials located on the Property or to limit Purchaser's legal and equitable remedies against Seller under any Environmental Law for Hazardous Materials located on the Property.

5. SURVEY. Purchaser may have the Property surveyed at its expense. If the survey ("Survey"), certified by professional surveyor and mapper licensed by the State of Florida, shows any encroachment on the Property or that improvements intended to be located on the Property encroach on the land of others, the same shall be treated as a title defect.

6. TITLE INSURANCE. Purchaser may provide a marketable title insurance commitment, to be followed by an owner's marketable title insurance policy (ALTA Form "B" with Florida revisions) from a title insurance company approved by DSL, insuring marketable title to the Property in the amount of the purchase price. Seller warrants that any billboards on the property shall be removed prior to closing.

7. DEFECTS IN TITLE. If the title insurance commitment or Survey furnished pursuant to this Agreement discloses any defects in title that are not acceptable to Purchaser, Seller shall, within 90 days after notice from Purchaser, remove said defects in title. Seller agrees to use diligent effort to correct the defects in title within the time provided therefor, including the bringing of necessary suits. Defects arising from liens against the Property shall be satisfied at closing from Seller's proceeds. If Seller is unsuccessful in removing the title defects within said time, Purchaser shall have the option to either: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, (c) extend the amount of time Seller has to remove the defects in title, or (d) terminate this Agreement, thereupon releasing Purchaser and Seller from all further obligations under this Agreement. If Seller fails to make a diligent effort to remove the title defects, Seller shall be in default and the provisions of paragraph 17. of this Agreement shall apply.

8. INTEREST CONVEYED. At closing, Seller shall execute and deliver to Purchaser a deed in accordance with the provisions of Section 380.0663(1), Florida Statutes, conveying marketable title to the Property in fee simple free and clear of all liens, reservations, restrictions, easements, leases, tenancies and other

encumbrances, except for those that are acceptable encumbrances in the sole discretion of Purchaser and do not impair the marketability of the title to the Property.

The Purchaser, by way of this Agreement, hereby petitions the Seller for the release of the mineral rights reserved by the Seller pursuant to Section 270.11, Florida Statutes. The basis for the release is that the Purchaser requires these rights for more effective management in the preservation of the Property and the Purchaser is also governed by Section 270.11, Florida Statutes. These mineral rights are to be conveyed at closing to the Purchaser as additional consideration for payment of the purchase price.

9. PREPARATION OF CLOSING DOCUMENTS. Upon execution of this Agreement, Seller shall submit to Purchaser a properly completed and executed beneficial interest affidavit and disclosure statement as required by Sections 286.23, 375.031(1) and 380.08(2), Florida Statutes. Purchaser shall prepare the deed described in paragraph 8. of this Agreement, Purchaser's and Seller's closing statements and the title, possession and lien affidavit certified to Purchaser and title insurer and an environmental affidavit on DSL forms provided by DSL. All prepared documents shall be submitted to DSL for review and approval at least 15 days prior to the Option Expiration Date.

10. DSL REVIEW FOR CLOSING. DSL will approve or reject each item required for closing under this Agreement. If DSL rejects an item for closing which was submitted by the Seller, Seller will have 30 days thereafter to remove and resubmit any rejected item. If Seller fails to timely deliver any items required of Seller, or DSL rejects any item after delivery, the Option Expiration Date shall be extended until DSL approves Seller's documents or until Purchaser elects to terminate the Agreement.

11. EXPENSES. Seller will pay the documentary revenue stamp tax, if any, and all other taxes or costs associated with the conveyance, including the cost of recording the deed described in paragraph 8. of this Agreement and any other recordable instruments that DSL deems necessary to assure good and marketable title to the Property.

12. TAXES AND ASSESSMENTS. At closing, Seller shall satisfy all real estate taxes and assessments that are or may become a lien against the Property. If Purchaser acquires fee title to the Property between January 1 and November 1, Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. If Purchaser acquires fee title to the Property on or after November 1, Seller shall pay to the county tax collector an amount equal to the taxes that are determined to be legally due and payable by the county tax collector.

13. CLOSING PLACE AND DATE. The closing shall be on or before 15 days after Purchaser exercises the option; provided, however, that if a defect exists in the title to the Property, title commitment, Survey, environmental site assessment, or any documents required to be provided or completed and executed, the closing shall occur either on the original closing date or within 60 days after receipt of documentation removing the defects, whichever is later. Purchaser shall set the date, time and place of closing.

14. RISK OF LOSS AND CONDITION OF PROPERTY. Seller assumes all risk of loss or damage to the Property prior to the date of closing and warrants that the Property shall be transferred and conveyed to Purchaser in the same or essentially the same condition as of the date of Seller's execution of this Agreement, ordinary wear and tear excepted. If the condition of the Property is altered by an act of God or other natural force beyond the control of Seller, however, Purchaser may elect, at its sole option, to: (a) accept the title as it then is with a reduction in the Purchase Price by an amount determined by DSL, (b) accept the title as it then is with no reduction in the Purchase Price, or (c) terminate this Agreement and neither party shall have any further obligations under this Agreement. Seller represents and warrants that there are no parties other than Seller in occupancy or possession of any part of the Property. Seller warrants that there are no facts known to Seller materially affecting the value of the Real Property which are not readily observable by Purchaser or which have not been disclosed to Purchaser.

All wells located on the Property shall be duly abandoned at the Seller's sole cost and expense prior to the exercise of the option unless this requirement is waived by DSL in writing.

Seller agrees to clean up and remove all abandoned personal property, refuse, garbage, junk, rubbish, trash and debris (hereafter, "trash and debris") from the Property to the satisfaction of DSL prior to the exercise of the option by Purchaser. If the Seller does not remove all trash and debris from the Property prior to closing, Purchaser at its sole option, may elect to: (a) deduct the expense necessary to remove trash and debris from the Seller's proceeds of sale up to but not to exceed \$1,000.00 and proceed to close, with the Purchaser incurring any additional expenses necessary to remove all trash and debris and clean up the Property subsequent to closing, (b) extend the amount of time the Seller has to remove all trash and debris from the Property, (c) terminate this Agreement, and neither party shall have any further obligations under the Agreement.

15. RIGHT TO ENTER PROPERTY AND POSSESSION. Seller agrees that from the date this Agreement is executed by Seller, Purchaser and its agents, upon reasonable notice, shall have the right to enter the Property for all lawful purposes in connection with this Agreement. Seller shall deliver possession of the Property to Purchaser at closing.

16. ACCESS. Seller warrants that there is legal and practical ingress and egress for the Property over public roads or valid, recorded easements for the use and benefit of and as an appurtenance to the Property.

17. DEFAULT. If Seller defaults under this Agreement, Purchaser may waive the default and proceed to closing, seek specific performance, or refuse to close and elect to receive the return of any money paid, each without waiving any action for damages, or any other remedy permitted by law or in equity resulting from Seller's default.

18. BROKERS. Seller warrants that no persons, firms, corporations or other entities are entitled to a real estate commission or other fees as a result of this Agreement or subsequent closing, except as accurately disclosed on the disclosure statement required in paragraph 9. Seller shall indemnify and hold Purchaser harmless from any and all such claims, whether disclosed or undisclosed.

19. RECORDING. Purchaser may record this Agreement, or notice of it, in the appropriate county or counties.

20. ASSIGNMENT. This Agreement may be assigned by Purchaser, in which event, Purchaser will provide written notice of assignment to Seller. Seller may not assign this Agreement without the prior written consent of Purchaser.

21. TIME. Time is of essence with regard to all dates or times set forth in this Agreement.

22. SEVERABILITY. If any of the provisions of this Agreement are deemed to be unenforceable and the unenforceability of said provisions does not adversely affect the purpose and intent of this Agreement, in Purchaser's sole discretion, the enforceability of the remaining provisions of this Agreement shall not be affected.

23. SUCCESSORS IN INTEREST. This Agreement shall bind and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives and successors. Whenever used, the singular shall include the plural and one gender shall include all genders.

24. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by the parties. Notwithstanding the foregoing, the parties acknowledge that the legal description contained in Exhibit "A" was prepared based upon historic chain of title information, without the benefit of a current survey of the Property. The parties agree that if, in the opinion of DSL, it becomes necessary to amend the legal description of the Property to correct errors, to more properly describe the Property, to cut out

portions of the Property affected by title defects unacceptable to Purchaser or which cannot be timely removed by the Seller, or to otherwise revise the legal description of the Property, the legal description to be used in the Survey (if any) and in the closing instruments required by this Agreement shall be revised by or at the direction of DSL, and shall be subject to the final approval of DSL. Anything to the contrary hereinabove notwithstanding, such a revision of the legal description of the Property shall not require a written amendment to this Agreement. In such event, the Seller's execution and delivery of the closing instruments containing the revised legal description and the Purchaser's acceptance of said instruments and of the final Survey (if any) containing the revised legal description shall constitute a full and complete ratification and acceptance of the revised legal description of the Property by the parties.

Seller acknowledges that the Trustees have made various delegations of power for the purpose of land acquisition, and not all representatives of the Trustees or the DSL have authority to act in all situations. Consequently, this Agreement may be terminated by the Trustees pursuant to any provision therefor contained in this Agreement only in writing signed by the person or persons who signed this Agreement on behalf of the Trustees or that person's successor.

25. WAIVER. Failure of Purchaser to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any right herein contained, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right; but the same shall remain in full force and effect.

26. AGREEMENT EFFECTIVE. This Agreement or any modification, amendment or alteration thereto, shall not be effective or binding upon any of the parties hereto until it has been executed by all of the parties hereto and approved by or on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida.

27. COUNTERPARTS. This Agreement may be executed in one or more counterparts, but all such counterparts, when duly executed, shall constitute one and the same Agreement.

28. ADDENDUM. Any addendum attached hereto that is signed by the parties shall be deemed a part of this Agreement.

29. NOTICE. Whenever either party desires or is required to give notice unto the other, it must be given by written notice, and either delivered personally, transmitted via facsimile transmission, mailed postage prepaid, or sent by overnight courier to the appropriate address indicated on the first page of this Agreement, or such other address as is designated in writing by a party to this Agreement.

30. SURVIVAL. The covenants, warranties, representations, indemnities and undertakings of Seller set forth in this Agreement shall survive the closing, the delivery and recording of the deed described in paragraph 8. of this Agreement and Purchaser's possession of the Property.

IF THIS INSTRUMENT IS NOT EXECUTED BY THE SELLER ON OR BEFORE MAY 30, 2004, PURCHASER SHALL BE UNDER NO OBLIGATION TO ACCEPT THIS INSTRUMENT. PURCHASER'S EXECUTION OF THIS INSTRUMENT IS SUBJECT TO APPROVAL BY THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA. THE EXERCISE OF THE OPTION PROVIDED FOR HEREIN IS SUBJECT TO: (1) CONFIRMATION THAT THE PURCHASE PRICE IS NOT IN EXCESS OF THE DSL APPROVED VALUE OF THE PROPERTY, AND (2) DSL APPROVAL OF ALL DOCUMENTS TO BE FURNISHED HEREUNDER. THE STATE OF FLORIDA'S PERFORMANCE AND OBLIGATION TO PAY UNDER THIS AGREEMENT IS CONTINGENT UPON AN ANNUAL APPROPRIATION BY THE LEGISLATURE.

THIS IS INTENDED TO BE A LEGALLY BINDING AGREEMENT WHEN DULY EXECUTED. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

SELLER

MONROE COUNTY COMPREHENSIVE PLAN
LAND AUTHORITY, a land authority under section
380.0663(1), Florida Statutes and Monroe County
Ordinance Number 031-1986

(Official Seal)

ATTEST: _____
Name: _____
Clerk

By: _____
Name: David P. Rice
Chairman

Date Signed by Seller

Phone No. _____
8 a.m. - 5 p.m.

PURCHASER

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

BY DIVISION OF STATE LANDS OF THE
FLORIDA DEPARTMENT OF ENVIRONMENTAL
PROTECTION

Witness as to Purchaser

Witness as to Purchaser

Approved as to Form and Legality

By: _____

Date: _____

BY: _____
NAME: _____
AS ITS: _____

Date signed by Purchaser

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by David P. Rice and _____ as Chairman and Clerk, respectively, for and on behalf of **MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY**, a land authority under section 380.0663(1), Florida Statutes and Monroe County Ordinance Number 031-1986. Such person(s) (Notary Public must check applicable box):

☐ is/are personally known to me.
☐ produced a current driver license(s).
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

STATE OF FLORIDA)

COUNTY OF LEON)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, Bureau of Land Acquisition, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He/She is personally known to me.

(NOTARY PUBLIC SEAL)

Notary Public

(Printed, Typed or Stamped Name of
Notary Public)

Commission No.: _____

My Commission Expires: _____

EXHIBIT "A"

DESCRIPTION: PARCEL 116

TRACT 1:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN N 67 DEGREES 51 MINUTES E ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 67 DEGREES 51 MINUTES E ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD FOR A DISTANCE OF 370.08 FEET; THENCE RUN N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 238.51 FEET; THENCE RUN S 67 DEGREES 51 MINUTES W FOR A DISTANCE OF 370.08 FEET; THENCE RUN S 31 DEGREES 24 MINUTES E FOR A DISTANCE OF 238.51 FEET TO THE POINT OF BEGINNING.

TRACT 2:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN N 67 DEGREES 51 MINUTES E ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO A POINT; THENCE RUN N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 238.51 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN N 67 DEGREES 51 MINUTES E FOR A DISTANCE OF 370.08 FEET TO A POINT; THENCE RUN S 31 DEGREES 24 MINUTES E FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN S 67 DEGREES 51 MINUTES W FOR A DISTANCE OF 370.08 FEET TO THE POINT OF BEGINNING.

TRACT 3:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN N 67 DEGREES 51 MINUTES E ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO A POINT; THENCE RUN N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 357.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN N 67 DEGREES 51 MINUTES E FOR A DISTANCE OF 370.08 FEET TO A POINT; THENCE RUN S 31 DEGREES 24 MINUTES E FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN S 67 DEGREES 51 MINUTES W FOR A DISTANCE OF 370.08 FEET TO THE POINT OF BEGINNING.

TRACT 4:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS

FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN N 67 DEGREES 51 MINUTES E ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO A POINT; THENCE RUN N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 477.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N 31 DEGREES 24 MINUTES W FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN N 67 DEGREES 51 MINUTES E FOR A DISTANCE OF 370.08 FEET TO A POINT; THENCE RUN S 31 DEGREES 24 MINUTES E FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN N 67 DEGREES 51 MINUTES W FOR A DISTANCE OF 370.08 FEET TO THE POINT OF BEGINNING.

TRACT 5:

A TRACT OF LAND IN A PART OF GOVERNMENT LOT 2, SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST, ON KEY VACA, MONROE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SECTION 6 AND THE NORTHERLY LINE OF AVIATION BOULEVARD OF KEY COLONY SUBDIVISION NO. 4, AS RECORDED IN PLAT BOOK 4, PAGE 23 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, BEAR NORTH 67 DEGREES AND 51 MINUTES EAST ALONG THE NORTHERLY LINE OF AVIATION BOULEVARD, 1315.63 FEET TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE BEARING NORTH 67 DEGREES AND 51 MINUTES EAST, 340 FEET TO WHERE SAID NORTHERLY LINE INTERSECTS WITH THE WESTERLY LINE OF A 50 FOOT EASEMENT; THENCE BEAR NORTH 31 DEGREES AND 24 MINUTES WEST ALONG THE WESTERLY LINE OF A 50 FOOT EASEMENT, 1370 FEET, MORE OR LESS, TO A POINT ON THE SHORELINE OF THE BAY OF FLORIDA; THENCE MEANDER THE SHORELINE OF THE BAY OF FLORIDA IN A SOUTHWESTERLY DIRECTION TO A POINT WHICH IS BEARING NORTH 31 DEGREES AND 24 MINUTES WEST FROM THE POINT OF BEGINNING; THENCE BEAR SOUTH 31 DEGREES AND 24 MINUTES EAST, 900 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS:

THAT PORTION OF GOVERNMENT LOT NO. 2, SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN NORTH 67 DEGREES, 51 MINUTES EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 67 DEGREES, 51 MINUTES EAST ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD FOR A DISTANCE OF 370.08 FEET; THENCE RUN NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 238.51 FEET; THENCE RUN SOUTH 67 DEGREES 51 MINUTES WEST FOR A DISTANCE OF 370.08 FEET; THENCE RUN SOUTH 31 DEGREES 24 MINUTES EAST FOR A DISTANCE OF 238.51 FEET TO A POINT OF BEGINNING.

LESS:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN NORTH 67 DEGREES 51 MINUTES EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO A POINT; THENCE

RUN NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 238.51 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN NORTH 67 DEGREES 51 MINUTES EAST FOR A DISTANCE OF 370.08 FEET TO A POINT; THENCE RUN SOUTH 31 DEGREES 24 MINUTES EAST FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN SOUTH 67 DEGREES 51 MINUTES WEST FOR A DISTANCE OF 370.08 FEET TO THE POINT OF BEGINNING.

LESS:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN NORTH 67 DEGREES 51 MINUTES EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO A POINT; THENCE RUN NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 357.76 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN NORTH 67 DEGREES 51 MINUTES EAST FOR A DISTANCE OF 370.08 FEET TO A POINT; THENCE RUN SOUTH 31 DEGREES 24 MINUTES EAST FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN SOUTH 67 DEGREES 51 MINUTES WEST FOR A DISTANCE OF 370.08 FEET TO THE POINT OF BEGINNING.

LESS:

THAT PORTION OF GOVERNMENT LOT NO. 2 IN SECTION 6, TOWNSHIP 66 SOUTH, RANGE 33 EAST OF MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID SECTION 6, AND THE NORTHWESTERLY RIGHT-OF-WAY LINE OF AVIATION BOULEVARD; THENCE RUN NORTH 67 DEGREES 51 MINUTES EAST ALONG THE NORTHWESTERLY RIGHT-OF-WAY OF AVIATION BOULEVARD FOR A DISTANCE OF 1315.63 FEET TO A POINT; THENCE RUN NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 477.01 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE NORTH 31 DEGREES 24 MINUTES WEST FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN NORTH 67 DEGREES 51 MINUTES EAST FOR A DISTANCE OF 370.08 FEET TO A POINT; THENCE RUN SOUTH 31 DEGREES 24 MINUTES EAST FOR A DISTANCE OF 119.25 FEET TO A POINT; THENCE RUN SOUTH 67 DEGREES 51 MINUTES WEST FOR A DISTANCE OF 370.08 FEET TO THE POINT OF BEGINNING.

TRACT 6:

LOT 31, BLOCK 1, SEA AIR ESTATES, A SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 91, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA.

LESS MAINTAINED RIGHT-OF-WAY FOR PATRICIA LANE ON THE WESTERLY BOUNDARY AND LESS RIGHT-OF-WAY FOR STIRRUP KEY ROAD PER PUBLIC ROAD EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 35, PAGE 201, PUBLIC RECORDS OF MONROE COUNTY, FLORIDA ON THE EASTERLY BOUNDARY.

Florida Keys Ecosystem
Stirrup Key Hammock
Monroe County Land Authority/Parcel 116, Part of Tracts 1, 2, 3, 4 & 5

BSM APPROVED
By 210 Date 3/18/04

ADDENDUM
BENEFICIAL INTEREST AND DISCLOSURE AFFIDAVIT
(OTHER)

STATE OF _____)
COUNTY OF _____)

Before me, the undersigned authority, personally appeared _____
("affiant"), this _____ day of _____, 200_, who, first being duly sworn, deposes and says:

1) That affiant is the Chairman of the Board of Commissioners of _____ County, a political subdivision of the State of Florida, as "Seller", whose address is _____, and in such capacity has personal knowledge of the matters set forth herein and has been duly authorized by the Seller to make this affidavit. That Seller is the record owner of the Property. As required by Section 286.23, Florida Statutes, the following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes) holding 5% or more of the beneficial interest in the disclosing entity: (if more space is needed, attach separate sheet)

<u>Name</u>	<u>Address</u>	<u>Interest</u>
Non-Applicable. Seller is _____ County, a political subdivision of the State of Florida		

2) That to the best of the affiant's knowledge, all persons who have a financial interest in this real estate transaction or who have received or will receive real estate commissions, attorney's or consultant's fees or any other fees or other benefits incident to the sale of the Property are: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name</u>	<u>Address</u>	<u>Reason for Payment</u>	<u>Amount</u>
-------------	----------------	---------------------------	---------------

3) That, to the best of the affiant's knowledge, the following is a true history of all financial transactions (including any existing option or purchase agreement in favor of affiant) concerning the Property which have taken place or will take place during the last five years prior to the conveyance of title to the State of Florida: (if non-applicable, please indicate "None" or "Non-Applicable")

<u>Name and Address of Parties Involved</u>	<u>Date</u>	<u>Type of Transaction</u>	<u>Amount of Transaction</u>
---	-------------	--------------------------------	----------------------------------

This affidavit is given in compliance with the provisions of Sections 286.23, 375.031(1), and 380.08(2), Florida Statutes.

AND FURTHER AFFIANT SAYETH NOT.

AFFIANT

Name: _____

SWORN TO and subscribed before me this _____ day of _____, 200__, by _____, as Chairman for and on behalf of the Board of Commissions of _____ County, a political subdivision of the State of Florida. Such person(s) (Notary Public must check applicable box):

<input type="checkbox"/>	is/are personally known to me.
<input type="checkbox"/>	produced a current driver license(s).
<input type="checkbox"/>	produced _____ as identification.

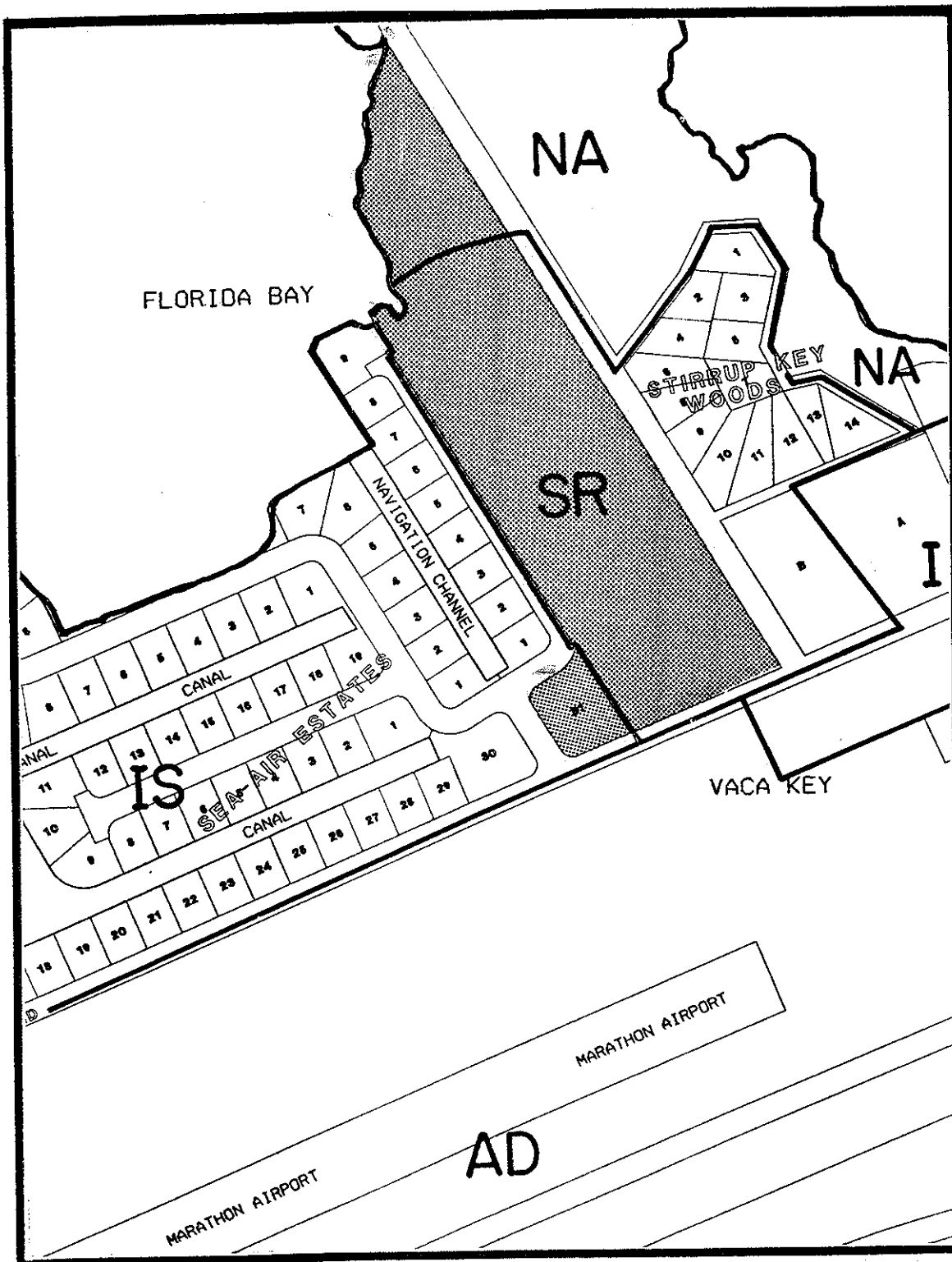
(NOTARY PUBLIC SEAL)

Notary Public

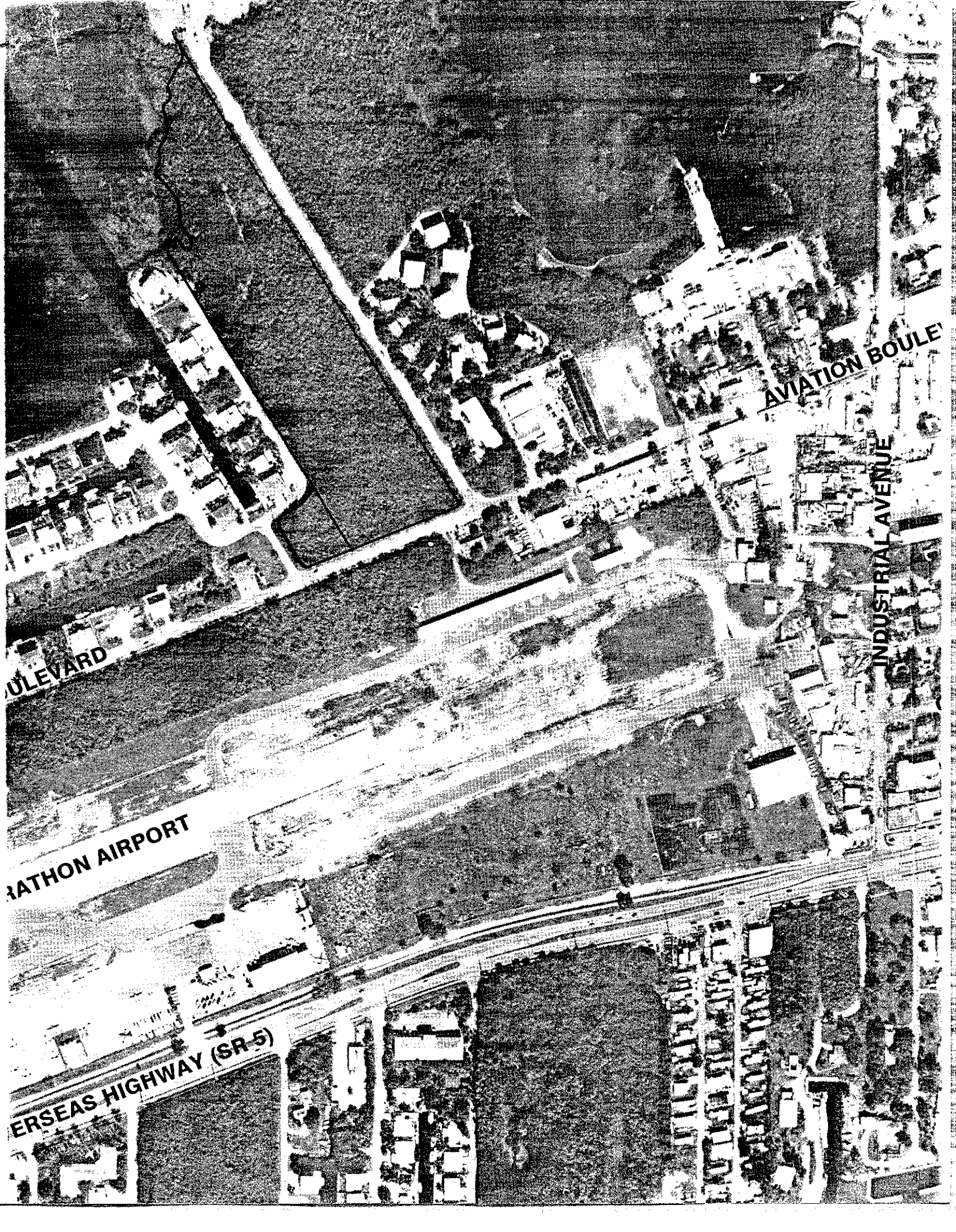
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____



Mile Marker 52.3 Island Vaca Key
 (Melfa)
 Property Sea-Air Estates (PB 6-91), RE#00104160-000000, 00104160-000100



BOULEVARD

RATHON AIRPORT

ERSEAS HIGHWAY (SR-5)

AVIATION BOULE

INDUSTRIAL AVENUE

**LAND AUTHORITY GOVERNING BOARD
AGENDA ITEM SUMMARY**

Meeting Date: May 19, 2004

Bulk Item: Yes ☐ No ☒

Department: Land Authority

Agenda Item Wording: Report on Tradewinds Hammocks Phase II.

Item Background: Staff is working with the Housing Authority and the project developer (Tradewinds Hammocks II, LLC) to prepare a Memorandum of Understanding (MOU) and ground lease with respect to the 52 units of moderate income homeownership housing proposed as Tradewinds Hammocks Phase II.

While this work was underway, staff has learned that the principals of Heritage Partners Group XIX, Inc. (the 50% partner in Tradewinds Hammocks II, LLC) are barred from applying for funding from the Florida Housing Finance Corporation due to a variety of financial and non-compliance issues. Staff has also been advised by FHFC that the US Department of Housing and Urban Development is apparently investigating Heritage. In light of this information, staff is now exploring the feasibility of proceeding with this development without Heritage.

Advisory Committee Action: On November 24, 2003 the Advisory Committee voted 3/0 to approve a homeownership/land lease scenario, subject to the owner/developer's willingness to reduce the purchase prices to a maximum of \$200,000 on a dollar-for-dollar basis if additional funding is available.

Previous Governing Board Action: On 2/22/01 the Board denied the \$924,000 loan request. On 4/11/01 the Board was sued by the owner/developer. On 8/16/01 the Board approved the \$924,000 loan request. On 12/17/03 the Board conceptually approved a conversion to moderate income homeownership, subject to the developer providing certain follow-up documentation. On 2/18/04 the Board approved purchasing the property and conveying same to Housing Authority, provided the Housing Authority wishes to participate in the project.


Contract/Agreement Changes: N/A

Staff Recommendation: To be determined.

Total Cost: \$ _____ **Budgeted:** Yes ☐ No ☐.

Cost to Land Authority: \$ _____ **Source of Funds:**

Approved By: Attorney _____ County Land Steward _____.

Executive Director Approval:  _____
Mark J. Rosch

Documentation: Included: ☒ To Follow: ☐ Not Required: ☐.

Disposition: _____

Agenda Item LA #3